

(8)  
No. 87-1482

Supreme Court, U.S.

FILED

APR 1 1988

JOSEPH F. SPANIOLO, JR.  
CLERK

In The  
**Supreme Court of the United States**  
October Term, 1987

— o —  
J. R. MASTELOTTO, HUMBOLDT OIL COMPANY,  
and BONUS INTERNATIONAL CORPORATION,

*Petitioners,*

v.

EXXON COMPANY, U.S.A.,

*Respondent.*

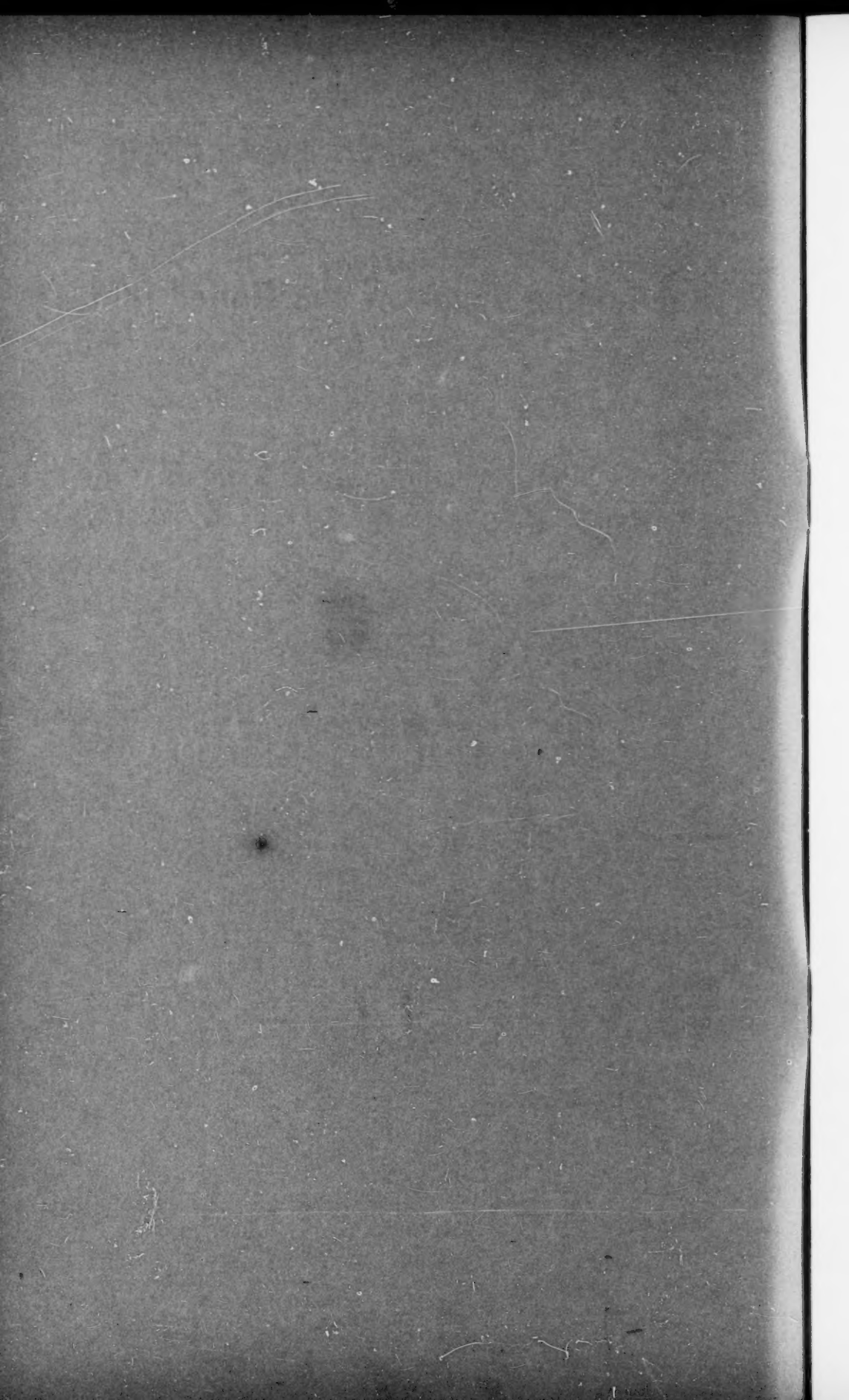
— o —  
**BRIEF IN OPPOSITION TO  
PETITION FOR WRIT OF CERTIORARI**

— o —  
JOHN R. REESE\*  
DONNA M. RYU  
Three Embarcadero Center  
San Francisco, CA 94111  
Telephone: (415) 393-2000

*Attorneys for Respondent  
Exxon Company, U.S.A.*

\*Counsel of Record

McCUTCHEEN, DOYLE,  
BROWN & ENERSEN  
Of Counsel



## QUESTION PRESENTED

The court of appeals held that the federal Petroleum Marketing Practices Act ("PMPA") preempts a state law to the extent that the state law forbids conduct the PMPA expressly permits. Should this Court review that decision given that:

1. Petitioners admit there is no conflict among courts;
2. Petitioners admit that a decision by this Court would not establish significant precedent because the facts presented are not likely to recur; and
3. Petitioners' contentions in this Court were not made below and in fact are inconsistent with Petitioners' position at trial?

TABLE OF CONTENTS

	Page
QUESTION PRESENTED .....	i
INTRODUCTION .....	1
STATEMENT OF THE CASE .....	3
SUMMARY OF ARGUMENT .....	5
REASONS FOR DENYING THE WRIT .....	6
I. NOTHING ABOUT THIS CASE SUGGESTS THAT SUPREME COURT REVIEW IS PROPER .....	6
II. PETITIONERS' CURRENT ARGUMENTS ARE (A) HYPOTHETICAL, AND (B) WRONG	6
CONCLUSION .....	9
SUPREME COURT RULE 28.1 LIST .....	A-1

## TABLE OF AUTHORITIES

Page

## CASES

<i>Humboldt Oil Co. v. Exxon Co.</i> , 695 F.2d 386 (9th Cir. 1982) .....	3
<i>United States v. Mastelotto</i> , No. 80-0454-01 (N.D. Cal. 1983) .....	3
<i>United States v. Mastelotto</i> , 717 F.2d 1238 (9th Cir. 1983) .....	3

## STATUTES AND RULES

15 U.S.C. § 2801 <i>et seq.</i> .....	1
15 U.S.C. § 2802(b)(2)(C) .....	3, 8
15 U.S.C. § 2802(c)(12) .....	3, 8
California Business & Professions Code § 21140.4 .....	4
California Business & Professions Code § 21148 .....	3, 4

## MISCELLANEOUS

S. Rep. No. 731, 95th Cong., 2d Sess. 19 (1978), <i>reprinted in U.S. Code Cong. &amp; Admin. News</i> 873, 901 .....	5
---	---



In The  
**Supreme Court of the United States**  
October Term, 1987

---

J. R. MASTELOTTO, HUMBOLDT OIL COMPANY,  
and BONUS INTERNATIONAL CORPORATION,

*Petitioners,*

v.

EXXON COMPANY, U.S.A.,

*Respondent.*

---

**BRIEF IN OPPOSITION TO  
PETITION FOR WRIT OF CERTIORARI**

---

**INTRODUCTION**

Congress directed that in deciding whether the PMPA, 15 U.S.C. § 2801 *et seq.*, preempts state law, the courts should analyze the “competing interests on a case-by-case basis.” (App. A(1) p. 4)<sup>1</sup> The court of appeals followed

---

1. In addition to citations to the Petition (“Pet.”) and its Appendix (“App.”), documents are cited by their docket numbers in the Clerk’s Record (“CR”), and Trial Exhibits are cited “TE”. Volumes I and II of the Reporter’s Transcript are cited by volume and page, e.g. II RT 36.

that directive and, on the unique facts of this case, correctly found that the PMPA preempted California assignment law. That should have ended the matter.

Instead, Petitioners have doggedly pursued their preempted state law claim to this Court. They admit there is no decisional conflict. (Pet. 5) They admit that this case will not establish important precedent. (Id.) They even admit that the "wrong" they complain of "lies not so much in the result wrought by" the Ninth Circuit. (Id.)<sup>2</sup> Petitioners don't even pretend (and couldn't) that the peculiar circumstances of this case meet the usual standards for review by this Court. They seek an audience here "as the court of last resort" (Pet. 5) simply because they are unhappy with the result below. That is not the standard for Supreme Court review.

Worse, the case that Petitioners ask this Court to review is not the case presented below. Ignoring the record, Petitioners devise new arguments about hypothetical facts that were never litigated at trial, and were first raised only as a lawyer's afterthought in a Petition for Rehearing after the Ninth Circuit already had ruled against them. Moreover, even Petitioners' newly-wrought facts and arguments would not change the result below. The Petition should be denied.

---

o

---



---

2. In the Question Presented and Statement of the Case, Petitioners promise a case of constitutional proportion; they identify the "wrong" as the Ninth Circuit's failure to base its decision against them in "fact, law or logic," thus violating Due Process rights. (Pet. 1, 5) By the time Petitioners reached their Argument, they could not find anything to say in support of such a claim.



## STATEMENT OF THE CASE

J. R. Mastelotto and his corporation, Humboldt Oil Co., Inc. bought and distributed Exxon branded gasoline and oil pursuant to two distributorship agreements with Exxon Company, U.S.A. ("Exxon"). Mastelotto was convicted of ten felony counts of fraud for falsely labeling and selling used, re-refined oil as major brand unused oil at unused oil prices. (CR 10, Ex. A, ¶ 7; App. A(1) p. 2; *United States v. Mastelotto*, No. 80-0454-01 (N.D. Cal. 1983)) Exxon then terminated the distributorship agreements pursuant to the specific provisions of the PMPA that permit termination if the franchisee is convicted of a felony. (15 U.S.C. §§ 2802(b)(2)(C) and (c)(12)) The Ninth Circuit confirmed that the terminations were proper and valid under the PMPA. *Humboldt Oil Co. v. Exxon Co.*, 695 F.2d 386 (9th Cir. 1982)<sup>3</sup>

Mastelotto devised a plan to remain an Exxon dealer despite the terminations. After receiving notice of termination, he allegedly entered into a deal to sell and assign the two franchises to Steve Beneto for \$250,000 cash. The deal included a collateral promise that Beneto would turn around and supply Mastelotto with Exxon products for resale. (App. A(1) p. 2; II RT 180-85; II RT 233)

Mastelotto then offered Exxon an option to repurchase the franchises pursuant to California Business & Professions Code § 21148 for \$250,000 cash, "the same

---

3. Although Mastelotto's conviction was reversed on appeal, *United States v. Mastelotto*, 717 F.2d 1238 (9th Cir. 1983), he eventually plead guilty to five charges, including felony mail fraud and felony fraud by wire. (TE 58, II RT 126-27)

offer" received from Steve Beneto. (TE 13) Exxon rejected the offer; it believed that since the agreements had been properly terminated, the franchisee had nothing left to offer. (TE 16, 17) Meanwhile, Mastelotto had stopped paying for products he received from Exxon, eventually running up an \$816,000 bill. (App. A(1) p. 2)

Mastelotto sued Exxon for damages. He claimed that, although the franchise agreements themselves prohibited assignment, Exxon was compelled by the California statute to approve of his alleged assignments to Beneto (II RT 142, 139; App. A(1) p. 2), and that Exxon had wrongfully failed to consent. Exxon counterclaimed for the amount owed to it by Mastelotto. A jury awarded Exxon \$816,681.81, but the court offset that amount by two \$1 verdicts for Mastelotto on common-law claims, and a \$750,000 award under California Business & Professions Code §§ 21148 and 21140.4. (App. A(1) pp. 2-3)<sup>4</sup>

The court of appeals held that in this situation, the PMPA preempts § 21148 since allowing Mastelotto to assign his franchise rights to Beneto pursuant to an agreement by which Beneto would sell the products back to Mastelotto for resale to the public would "effectively deny Exxon its PMPA right to disassociate itself from Mastelotto," a convicted felon. (App. A(1) p. 4)

The court found strong support in the PMPA's legislative history, which explored anticipated conflicts between state assignment law and PMPA termination law,

---

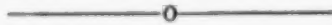
4. The jury awarded \$250,000 for the alleged lost sale to Beneto, and this award was then trebled to \$750,000 under the mandatory trebling provision of Section 21140.4.

and posited an "extreme" example. This "extreme" foretold Mastelotto's exact circumstances, and left no doubt as to the proper outcome:

For example, it is not intended that a franchisee may avoid the consequences of his own conduct which gave rise to a notice of termination or non-renewal by merely assigning his franchise after having been notified by the franchisor of the franchisor's intent to terminate or fail to renew. Such a result would not be countenanced under general principles of equity.

(App. A(1) p. 4; S. Rep. No. 731, 95th Cong., 2d Sess. 19 (1978), *reprinted in* U.S. Code Cong. & Admin. News 873, 901.

The Ninth Circuit denied Mastelotto's Petition for Rehearing on September 10, 1987. (App. B)



## SUMMARY OF ARGUMENT

Petitioners concede that this case lacks the characteristics that warrant this Court's review. (Pet. 5) Exxon agrees.

Furthermore, the facts and arguments Petitioners now posit were never mentioned in the trial court. In fact, they are inconsistent with their position at trial. They first appeared in their Petition for Rehearing in the Ninth Circuit, and were the product of hindsight and speculation. That alone is enough reason to deny this Petition.

Finally, even if proper, Petitioners' exercise in hypothesis does not alter the result. Their theory would re-

quire Exxon to consent to an assignment of a franchise while intending not to permit a critical term of the assignment (the resupply agreement between Beneto and Mastelotto) to be carried out. This is a recipe for confusion and controversy and it cannot be right.

---

o

---

## **REASONS FOR DENYING THE WRIT**

### **I.**

#### **NOTHING ABOUT THIS CASE SUGGESTS THAT SUPREME COURT REVIEW IS PROPER.**

Petitioners fail to present a single viable reason why this Court should review this case. As they concede, there is no conflict of decisions in this area, nor does the case present a recurring fact pattern.<sup>5</sup> It doesn't raise a substantial federal question, for, although the Ninth Circuit decided on preemption grounds, Petitioners have "no quarrel" with the court's analysis of the PMPA's objectives, and concur that the PMPA grants Exxon "the right to disassociate itself" from Mastelotto in this instance. (Pet. 8) In sum, Petitioners give no reason to prolong this matter.

### **II.**

#### **PETITIONERS' CURRENT ARGUMENTS ARE (A) HYPOTHETICAL, AND (B) WRONG.**

##### **A.**

At trial, Mastelotto's counsel stated in his closing argument that if the alleged deal with Beneto had gone

---

5. Petitioners cite no case, and Exxon could find none, that conflict with this decision, or raise a fact situation remotely similar to this one.

through, "Mr. Beneto would have continued to sell Exxon product to Mr. Mastelotto, [and Exxon] would not have been able to disassociate themselves from this man as they wanted to disassociate themselves." (RT 78) That was the theory on which the case was tried and put to the jury.

Petitioners now assert a different and inconsistent theory. They hypothesize that Exxon could have allowed an assignment to Beneto without interferring with Exxon's right to disassociate itself from a felon. These new "what if" arguments were never presented to the trial court (or even to the court of appeals until Mastelotto's Petition for Rehearing). This Court should not consider them.

## B.

But even assuming that Petitioners' arguments are legitimately before this Court, they make no sense and they do not lead to a different result. Petitioners have two theories. First, they say that after the assignment, Exxon could have stepped in between Mastelotto and Beneto and demanded that Mastelotto not use the Exxon brand. (Pet. 6) They point to ¶ 13 of Exxon's distributor agreements with Mastelotto, which may give Exxon the right to demand that a distributor stop using the brand name. It also requires a distributor to obtain agreements from its customers that ¶ 13 will bind them as well.

To begin with, having consented to the deal between Mastelotto and Beneto, Exxon could hardly interfere with it as Petitioners propose. The most Exxon could hope for from doing that would be the prospect of more litigation. The result would be confusion and uncertainty about the parties' rights, and particularly Exxon's admitted

right to disassociate itself from Mastelotto. That cannot be a sound legal doctrine.

Petitioners' second argument is even more far-fetched. They propose that Exxon could have conditioned its approval of assignment on Beneto's promise not to "brand" Mastelotto as an Exxon dealer.<sup>6</sup>

First, that is pure make believe. There was no evidence that such a deal would have been attractive to anyone. In fact, for Mastelotto to buy branded gasoline from Beneto (at branded prices) and then try to resell it as unbranded gasoline (at unbranded prices) would make no economic sense whatever.

Second, the proposed condition is in clear conflict with the collateral agreement between Mastelotto and Beneto. If Exxon knew of that agreement when it consented, Exxon may well have been estopped from trying to enforce the condition. Again, it is likely that Exxon would have been forced to litigate to disentangle itself from Mastelotto, with no guarantee of success. This confusion, uncertainty, and undue expense cannot be what Congress had in mind when it gave Exxon the right not to do business with and have its products marketed to the public by a convicted felon. 15 U.S.C. §§ 2802(b)(2)(C) and (c)(12).

In short, Petitioners' suppositional arguments get them nowhere.

---

o

---

6. This assumes that Mastelotto would be "disassociated" if he ran a non-branded retail outfit selling Exxon-supplied products to the public. But "disassociation" is broader than merely not letting someone use your brand name. In these circumstances it encompasses the right to not have convicted felons in the chain of distribution of one's products at all.

**CONCLUSION**

For the reasons stated, the Petition should be denied.

Dated: April 1, 1988.

Respectfully submitted,

JOHN R. REESE\*

DONNA M. RYU

Three Embarcadero Center

San Francisco, CA 94111

Telephone: (415) 393-2000

*Attorneys for Respondent*

*Exxon Company, U.S.A.*

\*Counsel of Record

McCutchen, Doyle,

Brown & Enersen

Of Counsel

311

312



App. 1

**APPENDIX A**

**LIST OF RELATED ENTITIES PURSUANT TO  
SUPREME COURT RULE 28.1**

**EXXON CORPORATION**

**Affiliates and Subsidiaries—Not Wholly-Owned\***

Abu Dhabi Company for Onshore Oil Operations  
Abu Dhabi Petroleum Company Limited  
Ace Polymer Co., Ltd.  
Aditivos Orinoco, C. A.  
Adria-Wien Pipeline Gesellschaft mit beschränkter  
Haftung  
Aircraft Fuel Supply B. V.  
Aishin Sekiyu K. K.  
Alberta Products Pipe Line Ltd.  
Al-Jubail Petrochemical Company  
Altona Petrochemical Company Limited  
Alyeska Pipeline Service Company  
Andian National Corporation, Limited  
Arabian American Oil Company  
Aramco Overseas Company  
Aramco Services Company  
A/S Futurum  
Asakawa Sekiyu K.K.  
Asociacion Civil "Academy La Castellana"  
Atlas Supply Company  
Atlas Supply Company of Canada Limited  
Australian Synthetic Rubber Company Limited  
Aviation Services Saudi Arabia Limited  
Awaji Gas Nenryo Kabushiki Kaisha  
Azuma Sekiyu K.K.  
BEB Erdgas und Erdol GmbH, Hannover  
B.W.O.C., Inc.  
Bangkok Aviation Fuel Services Limited

---

\* Does not include companies with less than 5% Exxon  
Ownership.

## App. 2

### EXXON CORPORATION

#### Affiliates and Subsidiaries—Not Wholly-Owned

Banshu Ekika Gas K. K.  
Bayerische Erdgasleitung G.m.b.H.  
Beaverhill Resources Limited  
Bel-Air Entreposage S. A.  
BRIGITTA Erdgas und Erdol GmbH, Hanover  
Bryan Woodbine Gathering Inc.  
Building Products of Canada Limited  
Bryon Creek Collieries (1983) Limited  
Carlew Inc.  
Carnduff Gas Limited  
Cary Chemicals Inc.  
Castle Peak Power Company Limited  
Champlain Oil Products Limited  
Changi Airport Fuel Hydrant Installation Pte. Ltd.  
Chuo Sekiyu Hanbai K.K.  
Commercial Polymers Pty. Ltd.  
Compagnie d'Etancheite Africaine en Cote  
d'Ivoire S.A.  
Compania Minera Disputada de Las Condes S.A.  
Comptoir Auxiliaire du Petrole  
Comptoir Oxonnaxien des Combustibles (C.O.C.)  
Computer Centrum Groningen B.V.  
DFTG Deutsche Flussigerdgas Terminal GmbH  
D.O.C. Dutch Offshore Consortium B.V.  
Daihatsu Sekiyu K.K.  
Daiichi Kouyu K. K.  
Daitso Sangyo K.K.  
Demulsificantes Del Orinoco, C.A.  
Depot Petrolier du Gresivaudan  
Depots de Petrole Cotiers  
Depots Petrolier de la Corse  
Deudan-Holding GmbH  
Deutsche Erdgas Transport G.m.b.H.  
Deutsche Transalpine Oelleitung G.m.b.H.  
Devon Estates Limited  
Dixie Pipeline Company  
Dukhan Service Company

App. 3

EXXON CORPORATION

Affiliates and Subsidiaries—Not Wholly-Owned

E S F Limited  
Eagle Kenso K.K.  
East Japan Oil Development Company, Limited  
East Texas Salt Water Disposal Company  
Eastcoast Spill Response Inc.  
Eiko Sekiyu K.K.  
Elwerath Erdgas und Erdol GmbH, Hannover  
Elwerath Erdol und Erdgas AG  
Emirates Chemicals Company  
Emori Sekiyu K.K.  
Emsland-Erdolleitung G.m.b.H.  
Energie Marketing Service GmbH (EMS)  
Entrepot Petrolier de l'Aveyron (E.P.A.)  
Entrepot Petrolier de Mulhouse (E.P.M.)  
Erdgas-Verkaufs-Gesellschaft m.b.H.  
Escuela Las Morochas, C. A.  
Esso Chemical Alberta Limited  
Esso Energie G.I.E.  
Esso Exploration and Production Angola Inc.  
Esso Malaysia Berhad  
Esso of Canada Limited  
Esso Resources Canada Limited  
Esso Societe Anonyme Francaise  
Esso Standard Tunisie S. A.  
Etablissements Cloarec  
Exact Reisebyra A/S  
Exxon Chemical Pakistan Limited  
F. T. Giken Kabushiki Kaisha  
Fergas Nordbayern G.m.b.H.  
Fergas Salzgitter GmbH  
Forjas de Colombia, S. A.  
489061 Ontario Inc.  
Fuji Kogyo K.K.  
Gasunie Engineering B.V.  
General Bussan K.K.  
General Highway K.K.  
General Petrochemical Industries Limited

## App. 4

### EXXON CORPORATION

#### Affiliates and Subsidiaries—Not Wholly-Owned

General Sekiyu K.K.  
General Sekiyu Okinawa Hanbai K.K.  
General Sekiyu Overseas Ltd.  
General Shipping Co. Ltd.  
General Unyu Kabushiki Kaisha  
Geobutane—Lavera  
Gewerkschaft Brassert Erdol und Erdgas GmbH  
Gewerkschaft Elwerath & Co. GmbH.  
Gewerkschaft Erdol-Raffinerie Deurag-Nerag  
Gewerkschaft Gute Hoffnung Erdgas und Erdol GmbH  
Gewerkschaft Kuchenberg Erdgas under Erdol GmbH  
Goroku Sekiyu K.K.  
Grande Ecaille Land Company, Inc.  
Groupement Immobilier Petrolier  
Groupement Petrolier Aviation  
Groupement Petrolier de Nantes  
Groupement Petrolier du Finistere G.I.E.  
Groupement pour l'Etude d'un Pipeline  
    Bordeaux Toulouse  
Hankyu Ferry K.K.  
Hannoversche Erdolleitung G.m.b.H.  
Hanshin Kyowa Sekiyu K.K.  
Hayakawa Sekiyu K.K.  
Heinrich Schneider Spedition GmbH  
Hiroshima General Gas Juten Kabushiki Kaisha  
Hoei Sekiyu K.K.  
Hokushin Bussan K.K.  
Hokuyu Sekiyu K. K.  
Home Oil Company Limited  
Houston Regional Monitoring Corporation  
Hydranten-Betriebsgesellschaft  
Hydrierwerke Poelitz Aktiengesellschaft  
Imperial Oil Limited  
Imperial Pipe Line Company, Limited, The  
Inada Ekka Gas Kabushiki Kaisha  
Industry Promotion Enterprises Limited  
Interprovincial Pipe Line (Alberta) Ltd.

App. 5

EXXON CORPORATION

Affiliates and Subsidiaries—Not Wholly-Owned

Interprovincial Pipe Line Limited  
Interprovincial Pipe Line (NW) Ltd.  
Iranian Oil Participants Limited  
Iranian Oil Services (Holdings) Limited  
Iranian Oil Services Limited  
Iraq Petroleum Company, Limited  
Iraq Petroleum Pensions, Limited  
Japan Butyl Company Limited  
Japan Coal Liquefaction Development Company, Ltd.  
Jersey Nuclear-Avco Isotopes, Inc.  
K.K. Aizu General  
K.K. Daimaru  
K.K. General Sekiyu Hanbaisho  
K.K. Genetech  
K.K. Heian Sekiyu  
K.K. Kanagawa Sekiyu Shokai  
K.K. Kyoei Shosha  
K.K. Kyowa Sekiyu Service  
K.K. Marugo Izumasa Shoten  
K.K. Nippatsu  
K.K. Standard Sekiyu Osaka Hatsubaisho  
K.K. Toko  
K.K. Toresen  
K.K. Uwano Sekiyu Shokai  
K/S Statfjord Transport A/S & Co.  
Kabushiki Kaisha Sankyo Plastics  
Kai Tak Refuellers Company Limited  
Kanto Kygnus Sekiyu Hambai K.K.  
Karlsruhe-Stuttgart Rohrleitung Gesellschaft mbH  
Kawasaki Kygnus Sekiyu Hambai Kabushiki Kaisha  
Keiyo Sekiyu Hanbai K.K.  
Kenya Petroleum Refineries Limited  
Kibo Sekiyu Hanbai K.K.  
Kimura Sekiyu Kabushiki Kaisha  
Kinwa Sekiyu K.K.  
Kobe Port Service Kabushiki Kaisha  
Kobe Standard Sekiyu K. K.

App. 6

EXXON CORPORATION

Affiliates and Subsidiaries—Not Wholly-Owned

Kowa Sekiyu K.K.  
Kowloon Electricity Supply Company Limited  
Kygnus Ekka Gas Kabushiki Kaisha  
Kygnus Kosan Kabushiki Kaisha  
Kygnus Marketing Service K.K.  
Kygnus Sekiyu K. K.  
Kyushu Eagle K.K.  
LPL Investments, Inc.  
Lakehead Pipe Line Company, Inc.  
LEAG Aktiengesellschaft für luzernisches Erdöl  
Leco Inc.  
Les Docks des Petroles d'Ambes  
Limburgsche Maatschappij voor Gasdistributie  
    Limagas N. V.  
Long Beach Oil Development Company  
Maasvlakte Olie Terminal N.V.  
Maasvlakte Coal Terminal B.V.  
Maatschappij voor Intercommunale Gasdistributie  
    Intergas N.V.  
Maatschappij voor Intercommunale Gasvoorziening  
    in Oost-Brabant "OBRAGAS N.V."  
Magota Sekiyu K.K.  
Mainline Pipelines Limited  
Maple Leaf Petroleum Limited  
Maquinas de Coser y Bordar Sigma, S. A.  
Marugo Gas K.K.  
MEGAL FINCO  
MEGAL GmbH  
Meiji Sekiyu K.K.  
MESBIC Financial Corporation of Houston  
Metro Fuel Co. Ltd.  
Mikawa Bussan K.K.  
Mittelrheinische Erdgas Transport Gesellschaft  
    mit beschränkter Haftung  
Montreal Pipe Line Limited/Les Pipe-Lines  
    Montreal Limitee  
Mytex Polymers Incorporated

EXXON CORPORATION

Affiliates and Subsidiaries—Not Wholly-Owned

NAM—K 7 B.V.  
NAM—K 14 B.V.  
NAM—K 15 B.V.  
NAM/CLOMS—K 8/K 11 B.V.  
NAM/CLOMS—L 13 B.V.  
N. V. Nederlandse Gasunie  
NPC Services, Inc.  
Nakabayashi Sekiyu K.K.  
Nansei Oil Terminal K.K.  
Nansei Sekiyu Kabushiki Kaisha  
Native Venture Capital Co. Ltd.  
Near East Development Corporation  
Nederlandse Aardolie Maatschappij B. V.  
Neptune Bulk Terminals (Canada) Ltd.  
Nichimo Kabushiki Kaisha  
Nichimo Oil (Bermuda) Co., Ltd.  
Nichimo Sekiyu Seisei Kabushiki Kaisha  
Nikko Sangyo K.K.  
Nippon Unicar K.K.  
Nisku Products Pipe Line Company Limited  
Nissei Sekiyu Kabushiki Kaisha  
Norddeutsche Erdgas-Aufbereitungs G.m.b.H.  
Norddeutsche Mineraloelwerke Stettin G.m.b.H.  
Norddeutsche Oelleitungs-gesellschaft m.b.H.  
Nordrheinische Erdgas Transport Gesellschaft  
mit beschränkter Haftung  
Nord-West Oelleitung G.m.b.H.  
Northward Developments Ltd.  
Northwest Company, Limited  
Nottingham Gas Limited  
107580 Canada Inc.  
139675 Canada Limited  
151742 Canada Inc.  
Office Prive d'Assurances et de Courtages  
Offshore Medical Support Limited  
Oil Field Chemicals Company (Saudi Arabia) Ltd.  
Oil Service Company of Iran (Private Company)

EXXON CORPORATION

Affiliates and Subsidiaries—Not Wholly-Owned

Oil Spill Response Limited  
Oil Transport Company (Saudi Arabia) Limited  
Oldenburgische Erdol Gesellschaft m.b.H.  
Osaka Ashyu Nenryou K.K.  
Osaka Propane Gas Hanbai Kabushiki Kaisha  
Osaka Sekiyu Gas Yuso K. K.  
P.T. Stanvac Indonesia  
Pars Investment Corporation  
Peninsula Electric Power Company Limited  
Petroleum Refineries (Australia) Proprietary Limited  
Petroleum Services (Middle East) Limited  
Petrosvibri S.A.  
Pinpoint Retail Systems Inc.  
Pipe Line Services, Inc.  
Plantation Pipe Line Company  
Polder-Seehafen-Harburg GmbH  
Portland Pipe Line Corporation  
Primaer Oel GmbH  
Progas A/S  
Raffinerie du Midi S.A.R.L.  
Rainbow Pipe Line Company, Ltd.  
Redwater Water Disposal Company Limited  
Refineria Petrolera Acajutla, S. A.  
Renown Building Materials Limited  
Rheingaz Erdgasleitungs-Gesellschaft m.b.H.  
Rochevert Inc.  
Rotterdam Antwerpen Pijpleiding (Belgie)  
Rotterdam-Antwerpen Pijpleiding (Nederland) N. V.  
Ruhrgas Aktiengesellschaft  
S.A. du Pipeline a Produits Petroliers sur  
Territoire Genevois (SAPPRO)  
SEAG Aktiengesellschaft fur schweizerisches Erdol  
S.O.P.—Societa Oleodotti Padani S. p. A.  
Saitama Sekiyu Hanbai K.K.  
Sakurajima Futo K.K.  
Sanko Oil Kabushiki Kaisha  
Sanyo Sekiyu K.K.



## App. 9

### EXXON CORPORATION

#### Affiliates and Subsidiaries—Not Wholly-Owned

Saraco S. A.

Saudi Arabian Lube Additives Company Limited

Schubert KG

Scurry-Rainbow Oil Limited

Seibu Kygnus Sekiyu Hambai Kabushiki Kaisha

Seismic Industries A/S

Senpoku Oil Service K.K.

SERAM Societa per Azioni

Servacar Ltd.

Shehtah Drilling Limited

Shimoka Sekiyu Kabushiki Kaisha

Shimoyama Sekiyu K.K.

Shin-Nihon Yukagaku Kogyo K. K.

Shinohara Oil K.K.

Shizuoka Kanesho Hambai Kabushiki Kaisha

Smiley Gas Conservation Limited

Sociedad Anonima "Escuela Campo Alegre"

Sociedad de Inversores de Aviacion

Sociedad Nacional de Oleoductos Ltda.

Societa Italiana per l'Oleodotto Transalpino S.p.A.

Societa per Azioni Raffineria Padana

Olii Minerali-SARPOM

Societe Anonyme de la Raffinerie des Antilles

Societe Anonyme des Hydrocarbures

Societe Anonyme "Produits Lubrifiants  
de Madagascar"—PROLUMA S.A.

Societe Belge de Transport par Pipeline

Societe Civile de Mustapha Algerie

Societe Civile de Participation pour la

Destruction des Dechets Industriels (SOCDI)

Societe Civile Immobiliere "Courcelles-Etoile"

Societe Civile Immobiliere de la Croix au Chene

Societe Civile Immobiliere du 195 Avenue de Neuilly

Societe Civile Immobiliere Khariessa

Societe Civile Immobiliere "Kleber-Etoile"

Societe Civile Immobiliere "Les Casseaux-Bougainville"

Societe de la Raffinerie d'Alger

EXXON CORPORATION

Affiliates and Subsidiaries—Not Wholly-Owned

Societe de la Raffinerie de Lorraine  
Societe de Manutention de Carburants Aviation  
Societe de Manutention de Carburants  
Aviation Dakar-Yoff, S. A.  
Societe de Promotion et de Financement  
Touristique (CARTHAGO)  
Societe d'Entreposage de San-Pedro  
Societe des Pipe-Lines de Strasbourg  
Societe des Transports Petroliers par Pipe Line  
Societe d'Exploitation & de Developpement  
d'Operations Commerciales  
Societe du Caoutchouc Butyl (SOCABU)  
Societe du Pipe Line de la Raffinerie de Lorraine  
Societe du Pipe-Line Mediterranee-Rhone  
Societe du Pipeline Sud-Europeen  
Societe Esso de Recherches et d'Exploitation  
Petrolieres Esso Rep  
Societe Francaise Exxon Chemical  
Societe "Geomines-Caen"  
Societe Havraise de Manutention de  
Produits Petroliers  
Societe Hoteliere de la Petite Campagne  
Societe Immobiliere Paris-Niel  
Societe Ivoirienne d'Operations Petrolieres S.A.  
Societe Malgache de Raffinage  
Societe Reunionnaise d'Entreposage  
Socony-Standard-Vacuum Oil Company  
(Petroleum Maatschappij)  
Southern Natural Gas Development Pty. Ltd.  
Standard Kosan Kabushiki Kaisha  
Standard Service K.K.  
Statfjord Transport A/S  
Stockage Geologique de Gaz de Lavera  
Suddeutsche Erdgas Transport Gesellschaft  
mit beschränkter Haftung  
Sun East Company Ltd.  
Supertex, Inc.

EXXON CORPORATION  
Affiliates and Subsidiaries—Not Wholly-Owned

Sydis, Inc.  
Synerude Canada Ltd.  
Synergistics Industries Limited  
System Plaza Kabushiki Kaisha  
305120 Alberta Ltd.  
TAR-Tankanlage Rumlang AG  
TBN Tanklager-Betriebsgesellschaft Nurnberg mbH  
Taglu Enterprises Ltd.  
Taihei Bussan K.K.  
Taiko Sekiyu K.K.  
Taisei Kogyo Sekiyu Hanbai K.K.  
Takahama Kosan Kabushiki Kaisha  
Taketsuru Yugyo K.K.  
Tanaka Sekiyu Hanbai K.K.  
Tankanlage A. G., Mellingen  
Tanklager Altishausen A. G.  
Tanklager Gesellschaft, Koln  
Tanklager-Gesellschaft Tegel  
Tanklager Lechelles I S.A.  
Tanklager Taegerschen AG  
Tecnica Quimica Petrolera, S.A. de C. V.  
Tecumseh Gas Storage Limited  
THUMS Long Beach Company  
Thyssengas G.m.b.H.  
TIBA Speditions GmbH  
Toa Nenryo Kogyo Kabushiki Kaisha  
Tohko Plastics Company, Limited  
Tohpren Co. Ltd.  
Toko Sekiyu K.K.  
Tonen Energy International Corp.  
Tonen Maintenance K.K.  
Tonen Sekiyukagaku Kabushiki Kaisha  
Tonen Tanker Kabushiki Kaisha  
Tonen Technology K. K.  
Towa Compounding Co. Ltd.  
Towa Sekiyu K.K.  
Toyoshina Film Company Ltd.

App. 12

EXXON CORPORATION

Affiliates and Subsidiaries—Not Wholly-Owned

Trans-Arabian Pipe Line Company  
Transalpine Oelleitung in Oesterreich  
Gesellschaft m.b.H.  
Transgaz Lavera  
Tsurmaru Unyu K.K.  
Turkish Petroleum Company, Limited  
UBAG—Unterflurbetankungsanlage  
Flughafen Zurich  
Van Salt Water Disposal Company  
W.A.G. Pipeline Proprietary Limited  
Wako Jushi Kabushiki Kaisha  
Wako Kasei Kabushiki Kaisha  
Wartempomp Nederland B.V.  
Westdeutsche Erdolleitungen-G.m.b.H.  
Westgas G.m.b.H.  
Westgastransport B.V.  
Winnipeg Pipe Line Company Limited  
Wohnungsbaugesellschaft, Steimbke-Rodewald G.m.b.H.  
Worex et Cie  
Yasaka Sekiyu K.K.  
Yellowstone Pipe Line Company  
Yoshiki Sekiyu Kabushiki Kaisha  
Yoshimi Gas Kabushiki Kaisha  
Yuai Sekiyu K.K.  
Yugen Kaisha Nishi Kobe Posai Center

